

CITY OF LINCOLN
LANCASTER COUNTY
**PUBLIC BUILDING
COMMISSION**

PURCHASING DEPT.

Phone: (402) 441-7410

FAX: (402) 441-6513

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 04-071**

The Public Building Commission intends to enter into contract and invites you to submit a sealed proposal for:

**ARCHITECTURAL / ENGINEERING
SERVICES FOR HEALTH DEPT. EXPANSION
FOR THE PUBLIC BUILDING COMMISSION
PARKING FACILITY**

MEETING OR EXCEEDING PUBLIC BUILDING COMMISSION SPECIFICATIONS

A pre-proposal conference with question/answer period is scheduled for 9:00 a.m., Saturday March 20, 2004 at the Health Department, 3140 "N" Street, Lincoln NE (meet at South Entrance), all interested Proposers are encouraged to attend.

Sealed proposals will be received by Lancaster Building Commission, Nebraska on or before 12:00 noon, Wednesday, April 7, 2004 in the office of the Purchasing Agent, "K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street, Lincoln, NE 68508. ONLY THE NAMES OF THE PROPOSERS will be publicly read aloud in the First Floor Conference Room at the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for offers to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered.

FAX proposal responses are not acceptable, all offers must possess an original signature and be in a sealed envelope.

COMMISSION MEMBERS

Larry Hudkins * Jonathan Cook * Bob Workman * Jon Camp

*** Linda Wilson**

Don Kileen, Administrator

920 "O" Street, Suite 203, Lincoln, NE 68508

Request for Proposal SPECIFICATION NO. 04-071

RFP OPENING TIME: 12:00 NOON

DATE: Wednesday, April 7, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the Public Building Commission for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide services requested in strict accordance with the specifications as prepared by the Building Commission for the consideration of the amount set forth in the following price schedule:

TO BE COMPLETED BY SHORT LIST FIRMS AND BROUGHT TO INTERVIEW

RFP Architect / Engineering Services for Health Department Expansion

1. Price for Schematic Design Phase: \$ _____
2. Price for Design Development Phase: \$ _____
3. Price for Construction Document Phase: \$ _____
4. Bidding and Contracting Phase: \$ _____
5. Construction Observation Phase: \$ _____

TOTAL PRICE FOR ALL PHASES COMBINED: \$ _____

Total Price Written: _____

Please attach a project summary detailing the project time line, specific tasks, personnel, number of hours, price/hour for each task/individual, etc.

NOTE: RETURN 6 COMPLETE COPIES OF OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED RFP FOR SPEC. NO. 04-071

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster Building Commission, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Email: _____

INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Proposer shall submit eight (8) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included in a separate sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.* Fee envelop will NOT be requested until the short list and interviews are scheduled.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the Building Commission harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed

by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the Building Commission; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the Building Commission prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the Building Commission to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Building Commission of purchase orders, contract award notifications, or other contract documents appropriate to the work.

- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 Fee envelopes will be requested from the select proposer(3) invited to further clarify their offer via an interview with the Proposal Evaluation Committee. Proposer shall bring the fee envelop the day and time for the short list interviews and may be evaluated as part of the criteria for selecting the top ranked proposer.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Building Commission has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Building Commission, and deemed to best serve Building Commission requirements.
- 10.7 The Building Commission reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Building Commission.

11. TERMINATION/ASSIGNMENT

- 11.1 The Building Commission may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Building Commission shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Building Commission may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Building Commission Board of Commissioners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the Building Commission, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 12.2 In any and all claims against the Building Commission or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 12.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the Building Commission within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATION #04-071
REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL/ENGINEERING SERVICES
FOR
CITY/COUNTY HEALTH DEPARTMENT EXPANSION

1. GENERAL NOTICE

- 1.1 The City of Lincoln/Lancaster County Public Building Commission ("Commission), requests for proposals ("RFP") for professional architectural/engineering (A/E) services for the City of Lincoln/Lancaster County Health Department Expansion ("Health Dept."), 3140 "N" Street, Lincoln, Nebraska (See attachment "A" - Identification of Location and Expansion Site).
- 1.2 Sealed proposals for these services will be received by the Commission on, or before the date, time and location listed on the cover page of this RFP.
- 1.3 All questions in regard to this RFP are to be directed, in writing, to the individual listed below:
Kathy A. Smith, Assistant Purchasing Agent
City of Lincoln/Lancaster County Purchasing Division
"K" Street Complex, Suite 200 (SW Wing)
Lincoln, NE 68508
Phone: (402) 441-8309
Fax: (402) 441-6513
Email: ksmith@ci.lincoln.ne.us
- 1.4 Specifications and details regarding this request are available on the City/County web site, under City Finance Department - Purchasing Division:
<http://www.ci.lincoln.ne.us/city/finance/purch/index.htm>
- (For specifications, addendums, tabulations, etc. select "Bidding Opportunities - current yr - specification number")
- 1.5 A pre-proposal conference with question/answer period is scheduled for 9:00 a.m., Saturday March 20, 2004 at the Health Department, 3140 "N" Street, Lincoln NE (meet at South Entrance), all interested Proposers are encouraged to attend.

2. PROJECT BACKGROUND, CONSIDERATION AND INTENT

- 2.1 One of the primary missions of the Lincoln-Lancaster County Board of Health is to make recommendations to the Mayor, Lincoln City Council, and the Lancaster County Board of Commissioners regarding improving public health matters.

- 2.1.1 The Lincoln/Lancaster County Master Plan, as approved January 2003, identified the Lincoln/Lancaster County Health Department as a priority need to expand it's facility located at 3140 "N" Street to accommodate existing and future programs.
- 2.1.2 The Health Department currently leases four properties off-site and desires to consolidate programs located at these sites to provide for more effective services to the public.
- 2.1.3 The City/County hired Sinclair Hille architectural firm to study the Health Department needs and to work with staff, adjacent businesses and residential neighborhoods to select the best possible plan for the proposed expansion.
 - 2.1.3.1 Sinclair Hille presented nine (9) options for consideration by City and County governing bodies.
 - 2.1.3.2 After thorough review and consideration of the proposed plans and public hearings, the governing bodies have selected the "East" option.
- 2.2 The "East" option consists of an expansion/construction of the Health Department by building a new 34,000 gross square foot (GSF) addition to the east of the existing Health Department facility (utilizing approximately one acre east into Woods Park), with estimated 1/4 for expansion and 3/4 for parking and landscape/screening.
 - 2.2.1 Project shall include the renovation of approximately 9,000 GSF in the existing two story plus basement building. To include but not limited to upgrading plumbing to meet existing codes and adding additional restrooms.
 - 2.2.2 Also included, is additional shell space of 11,000 GSF on the expansion building.
 - 2.2.3 Parking for the public and staff and landscape screening of the facilities and parking area will also be included in the expansion.
- 2.3 A proposed cost packet will be included in the scheduled site visit. Below is a brief synopsis of the overall cost:
 - 2.3.1 Estimated construction cost is \$9,000,000.00 (nine million)
 - 2.3.1.1 This figure includes geothermal system and park land conversion (including acquisition of new parkland).
 - 2.3.2 The Public Building Commission will maintain an additional five percent (5%) contingency on the project in the amount of approximately \$450,000.
- 2.4 The project will include a minimum of at least three (3) public meeting presentations, projected as follows: County Board of Commissioners, City Council, and general public.
- 2.5 The intent of this RFP is to secure the professional architectural, mechanical, electrical and civil engineering, interior and landscape design services required to prepare plans, specifications, and all other documents, necessary services, contract management, and on site construction observation and management necessary for the construction of the above mentioned Health Department Expansion.

2.5.1 Where appropriate, sustainable “green” building design will be taken into consideration.

2.6 During all Phases of the Project, all correspondence between the Architect and the Commission must be processed through the Property Management Building Manager, Don Killeen at 920 “O” Street, Lincoln, NE.

3. SCOPE OF SERVICES

3.1 There are several transitional phases to this project (i.e., ground preparation, demolition, geothermal, etc.). The Successful Architect shall identify these transitional phases and develop a schedule that identifies the phase and tasks associated along with other milestones to track the progress of the project.

3.1.1 Please include a preliminary schedule of the phases and tasks your firm has identified for the project and an estimated timeline.

3.2 This RFP shall provide all necessary architectural/engineering and any other services required for the demolition of structures above and below ground to prepare the site for construction of the new facility.

3.3 This RFP requests all necessary architectural/engineering and any other services required for the construction/expansion of the new facility and renovation of the existing designated space.

3.4 Attachment A - represents the direction and general size of the expansion/construction footprint desired by the Commission, however, this proposal includes the required architectural and other necessary services to fully explore other schemes during the Schematic Design Phase.

3.5 This RFP is to include all architectural/engineering services required to successfully complete the following phases:

Schematic Design Phase
Design Development Phase
Construction Document Phase
Bidding and Contracting Phase
Construction Observation Phase

4. PROPOSED PROJECT SCHEDULE

4.1	Submission of Proposals for A&E Services	April 07, 2004
4.2	Review of submitted proposals (to determine short list)	April 12, 2004
4.3	Interview of short listed firms (bring fee envelop to interview)	w/o April 19, 2004
4.4	Approval of the award recommendation process	w/o April 26, 2004
4.4	Award contract for services	w/o May 11, 2004
4.5	Receive Bids for construction/expansion	October, 2004

5. SUBMITTAL REQUIREMENTS:

- 5.1 Submit eight (8) copies of your proposal on or before the date and time established for receiving proposals (NO fee envelope is request with your offer).
 - 5.1.1 Fees will be requested from the short-list firms at the day and time of the interview.
 - 5.1.2 All fees submitted as part of your proposal may be further negotiated during the contract negotiation process following award to the top-ranked firm.
- 5.2 General Information shall include:
 - 5.2.1 Firm name, address and contact information (phone, fax, email, etc)
 - 5.2.2 Year established and any former names of the firm
 - 5.2.3 Types of services particularly qualified to perform
 - 5.2.4 Name of principles
 - 5.2.5 Number of staff currently employed
 - 5.2.6 List names of all outside consultants/firms to be used on this project
 - 5.2.7 List a minimum of three (3) completed projects of similar scale and scope for which your firm was the principle project professional
 - 5.2.8 Current projects of the firm and estimated cost of each
 - 5.2.9 Provide a minimum of three (3) references that can be contacted by local staff; including names and telephone numbers, work performed, etc.
- 5.3 Specific Project Information
 - 5.3.1 Description of the approach your firm would take in organizing, designing and completing this project within the given schedule.
 - 5.3.2 Identify and list the specific work to be completed by your firm as it relates to this RFP.
 - 5.3.3 Identify and list specific work to be completed by consultants you may use as it relates to this RFP.
 - 5.3.4 List key work elements, recommended schedule of events, and critical path, necessary meetings to provide timely input by the Commission to meet critical project schedules and deadlines.
 - 5.3.5 Fees will not be requested until the short list is selected.

- 5.3.5 Firms selected to make short list interview/presentations will be asked to complete the fee schedule provided and bring to their interview/presentation.
- 5.3.6 Fees shall include projected expenses and/or an expense reimbursement chart with estimated quantities. List all reimbursable items/services that will be part of your service and the method of charging for these items/services.
- 5.3.7 Any additional material you feel is relevant for consideration by the Commission.
- 5.3.8 Please limit proposal submitted to fifteen (15) pages or less.

6. EVALUATION CRITERIA AND CONTRACT AWARD

- 6.1 Exhibiting an understanding of the scope and requirements of the project.
- 6.2 Responsiveness of proposal to requirements of the RFP.
- 6.3 Relevance and suitability of the project approach and schedule to meet the needs of the Commission.
- 6.4 Qualifications and expertise of the key personnel to be assigned to this project.
- 6.5 Background experience of the firm, consultants and the project team as it directly relates to this project in scale and scope.
- 6.6 Record of past performances on similar projects.
- 6.7 Comments, opinions, and information provided by references.
- 6.8 Quality and cost control procedures to be used on the project.
- 6.9 Firms current work load and ability to commit key personnel and support staff to the project.
- 6.10 Ability and willingness to meet the given project schedule.
- 6.11 Technical and Managerial capability of the total proposed team.
- 6.12 Fees
- 6.13 Clarity conciseness, and organization of the proposal.
- 6.14 Award of the contract will be made to the firm felt to be the most qualified based on the above criteria and final contract negotiations.
 - 6.14.1 The determination of the most qualified firm rests solely with the Commission and appointed committee for this project.
 - 6.14.2 See sample contract document and insurance requirements for Commission Contracts.

RATING FORM FOR SPECIFICATION #04-071

RFP FOR ARCHITECT/ENGINEER SVS FOR HEALTH DEPARTMENT EXPANSION

DATE: _____

FIRM NAME: _____

YRS IN BUSINESS: _____

PROJECT TEAM: _____

Intends to do work only "in-house"	Yes	No	Or, proposes to use subconsultant(s)	Yes	No
Worked for the City/County before?	Yes	No	Worked in Lincoln before?	Yes	No
Proposed Project Manager: _____			Yrs Experience: _____		

PROPOSAL EVALUATION FACTORS	SCORE	MAX PTS
1. General professional experience _____		(10)
2. Specific professional experience for this work:		
Technical aspects _____	_____	
Operational aspects _____	_____	
Maintenance aspects _____	_____	
Public and community aspects _____	_____	
Track record on performance time aspects _____	_____	
Track record on cost control aspects _____	_____	
OVERALL RATING _____		(12)
3. Approach to work to be done:		
Logical sequence and organization _____	_____	
Innovative methods or concepts proposed _____	_____	
OVERALL RATING _____		(18)
4. Qualifications of proposed project manager:		
Pertinent personal professional experience _____	_____	
Ability to express ideas _____	_____	
Ability to manage the work team _____	_____	
Ability to work with the City/County _____	_____	
OVERALL RATING _____		(16)
5. Adequacy of proposed staff resources:		
Numbers _____	_____	
Types and quality _____	_____	
OVERALL RATING _____		(14)
TOTAL SCORE FOR PROPOSAL SUBMITTAL _____		(70)

SHORT LIST - INTERVIEWS: _____

A. Quality of presentation:		
Clarity of presentation _____	_____	
Completeness of presentation _____	_____	
Quality of audio-visuals (if used) _____	_____	
Response to questions _____	_____	
OVERALL RATING _____		(10)
B. Fee Schedule _____	_____	(20)

TOTAL SCORE FOR THIS FIRM _____		(100)
Comments: _____		

Signatures of Evaluation team: _____

INSURANCE CLAUSE FOR ALL BUILDING COMMISSION CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, the Public Building Commission, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Public Building Commission, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and the Public Building Commission against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
3. Coverage shall also include Products/Completed Operations.
4. "Lincoln/Lancaster County Public Building Commission" shall be named as Additional insured (CG2010 or equivalent).
5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).

C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage
\$1,000,000 Combined Single Limit

D. Builder's Risk Insurance: (*For Building Construction Contracts Only*) Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to the Public Building Commission and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with the Public Building Commission by the time work on the building begins and such insurance shall be subjected to the approval of the Public Building Commission.

E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Public Building Commission.

F. Certificate of Insurance: All Certificates of Insurance shall be filed with the Public Building Commission on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing "Lincoln/Lancaster County Public Building Commission is an additional insured where required". Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Public Building Commission thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to the Public Building Commission as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)

Lincoln-Lancaster County Health Department

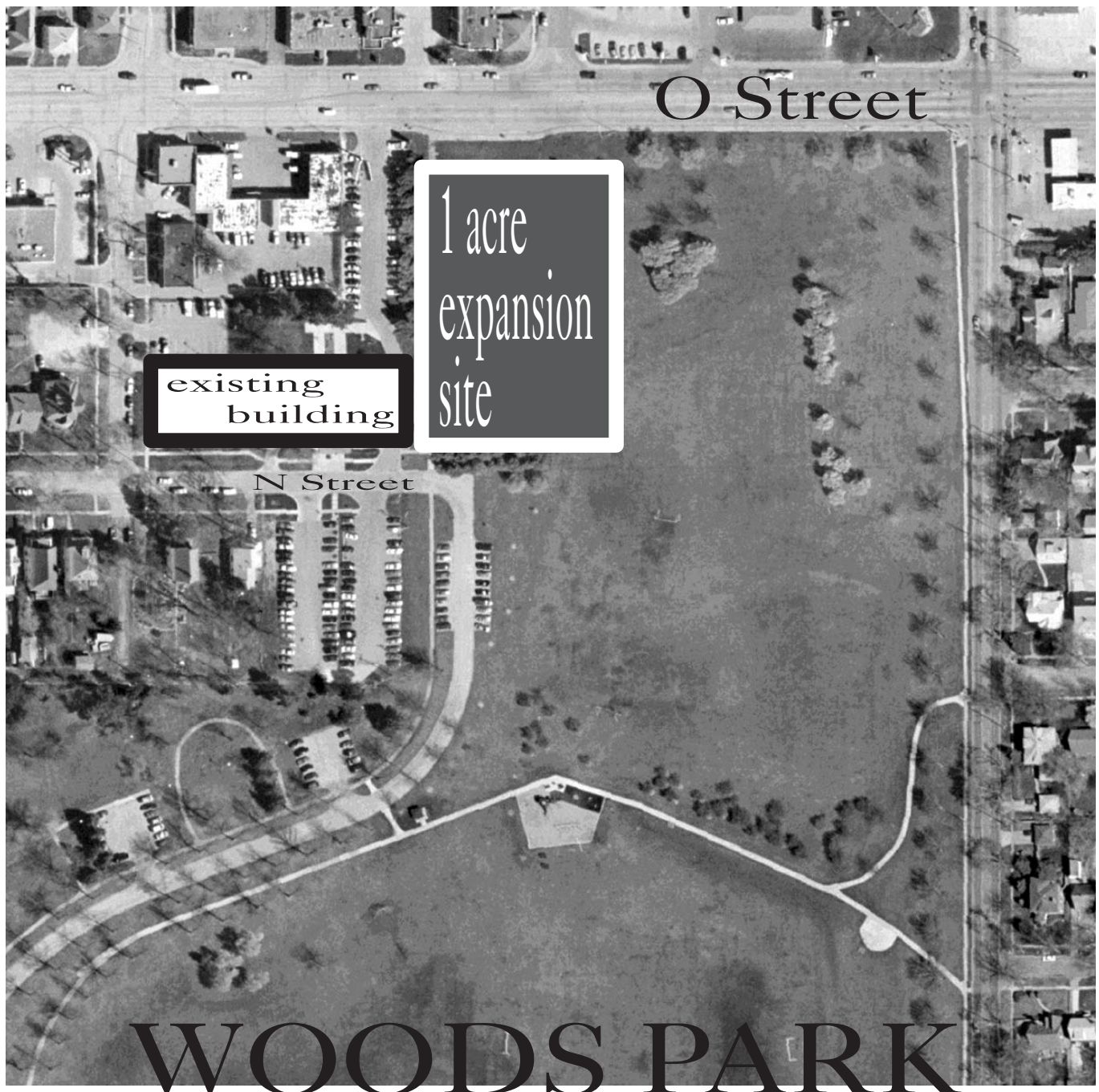


Building Expansion

3140 N Street Lincoln, Nebraska

31st Street

33rd Street



Lincoln-Lancaster County Health Department

Building Expansion

3140 N Street Lincoln, Nebraska

